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June 16, 2023

David J. DePippo, Esq.
Virginia Dominion Power
120 Tredegar Street
Richmond, Virginia 23219

Re: Dominion Aspen to Golden Project – Route 7 North Corridor 500/230 Kilovolt (kV) overhead transmission lines – Lansdowne Conservancy

Dear David:

As you know, my firm represents Lansdowne Conservancy. On May 12, 2023, representatives of Virginia Dominion Power (“Dominion”) met with my firm to discuss the Route 7 North corridor as a potential location to establish a 150 ft easement to construct and operate a 500/230 Kilovolt (kV) overhead transmission line or lines to support the electrical demand of data centers and other customers in Loudoun County. In this meeting, Dominion advised of other sites which are being considered to support the data center demand. Dominion requested Lansdowne Conservancy (the “Conservancy”) provide known constraints and objections to establishing overhead transmission lines on the north side of Route 7 across properties within the Conservancy’s jurisdiction.

The Conservancy is a non-stock corporation incorporated pursuant to the Virginia Property Owners Association Act, Va. Code § 55-508, *et seq.*, for the common interest community known as Lansdowne, a planned mixed-use community in Loudoun County. Its members who are property owners within Lansdowne and who are subject to the Conservancy’s rules, regulations and restrictive covenants include the following:

- Over 2000 thousand residential property owners of the Lansdowne on the Potomac HOA (“LOTP”);
- Over 500 hundred residential owners of the Lansdowne Village Green HOA (“LVG”);
- Over 800 senior residential owners of Lansdowne Woods and other senior living developments;
- The Lansdowne Resort;
- The Lansdowne Town Center, managed by Saul Centers, Inc. (“Saul Centers”);
- Inova Loudoun Hospital;
- The National Conference Center;

Multiple medical and general office buildings;
N S H E, LLC – Camden Apartments (“Camden Apartments”); and
Deija, LLC – Owner of the Golf Course (the “Golf Course”).

The Conservancy’s property owners and members who will be *directly* impacted by the proposed Route 7 North corridor include the following:

- Multiple Townhome owners living within the LVG HOA in close proximity to the proposed power lines;
- Multiple Single-Family Homeowners living within the LOTP HOA in close proximity to the proposed power lines;
- Inova Loudoun Hospital;
- Saul Centers;
- The Golf Course; and
- Camden Apartment and tenants.

Among the constraints and objections which Dominion requested and which we have identified to date are the following:

- Overhead transmission lines located on the north side of Rt. 7 would violate the Conservancy’s restrictive covenant prohibiting overhead utility lines over all properties within its jurisdiction and would violate a recent court approved litigation Settlement Agreement with multiple parties, including Dominion. (See Attachment A – “Settlement Agreement”)
- Overhead transmission lines would violate the terms of a Dominion Right of Way Agreement with the Conservancy property owners that prohibit the construction of future transmission lines entirely. The Right of Way Agreements also prohibit future expansion of the existing above-ground distribution line to a single pole and further restricts such expansion to distribution facilities not to exceed 34.5 kilovolts (KV) per circuit. The benefit of Dominion Right of Way Agreement applies to Conservancy members LVG, LOTP and Saul Centers. (See Attachment A – Settlement Agreement and “Exhibit 2” thereto entitled “Dominion Right of Way Agreement”) (See also Attachment B to this letter which contains “Excerpts from the Dominion Right of Way Agreement” referred to in Exhibit 2 of the Settlement Agreement)
- Overhead transmission lines would violate a restrictive scenic easement imposed by the Board of Supervisors within 300 feet of the edge of the north side of Rt 7. (See Attachments C and D to this letter).
- Overhead transmission lines would require the taking of a significant amount valuable private property from multiple residential, commercial, and institutional owners and would require Dominion to condemn and pay for the value of the scenic easements and restrictive covenants referred to above.

This letter will serve as notice to Dominion by the Conservancy of the restrictive covenant and scenic easements and other restrictions and constraints outlined to date in this letter.

A Task Force comprised of impacted and concerned associations, sub associations, affected property owners and citizens is in the process of being formed and we anticipate will mount a concerted effort by all legal means available to oppose the location of overhead transmission lines on the north side of Rt 7.

Response to this communication can be directed to me at the address referenced above. I stand ready to answer any questions you may have.

Very truly yours,



Bryan S. Turner

Enclosures

Attachment A "Settlement Agreement"

Attachment B "Excerpts from Dominion Right of Way Agreement"

Attachment C "Rt 7 North and Goose Creek 300 ft Scenic Easement"

Attachment D "Plat of Scenic Easement"

cc: Tom Jeavons, President, Lansdowne Conservancy & Lansdowne Village Greens
Bettina Guevara, General Counsel – Saul Centers, Inc.

SETTLEMENT AGREEMENT

This Settlement Agreement is made this 30th day of January, 20~~19~~²⁰ by and between LANSDOWNE CONSERVANCY (the "CONSERVANCY") and the COMMISSIONER OF HIGHWAYS (the "COMMISSIONER") in order to resolve certain disputes between them concerning whether above-ground utilities are permitted within the utility easements that the Commissioner has acquired as part of Project 6007-053-998, RW-201 for the construction of a grade-separated interchange at State Routes 7 and 659 in Loudoun County and the widening and improvement of those roads (the "Project").

RECITALS

A. The CONSERVANCY, a non-stock corporation incorporated under Virginia law, is a Property Owners' Association subject to the Virginia Property Owners Association Act, Va. Code § 55-508, *et seq.*, for the common interest community known as Lansdowne, a planned mixed-use community in Loudoun County. Acting through its Board of Directors and the Covenants Committee, the CONSERVANCY has the right to interpret, to enforce, and to grant exceptions to the terms of the Second Amended and Restated Declaration for Lansdowne, which is recorded among the land records of Loudoun County at Deed Book 1601, Page 0908 (the "Declaration"), and the design guidelines, rules, and regulations that have been adopted pursuant to the Declaration.

B. The COMMISSIONER is the chief executive officer of the Virginia Department of Transportation ("VDOT"). The Commissioner is authorized by law to acquire by purchase, gift, or power of eminent domain such lands, structures, rights-of-way, franchises, easements and other interests in land deemed necessary for the construction, reconstruction, alteration, maintenance, and repair of the public highways of the Commonwealth of Virginia, including the acquisition of

additional land or easements, rights-of-way, or interests in land that may be needed to replace or to relocate existing public utilities within land being acquired by the Commissioner for public highway purposes.

C. As part of the Project, the COMMISSIONER exercised the power of eminent domain to take portions of several properties and interests in properties located within the Project in the Lansdowne community and which are subject to the Declaration. More specifically, the COMMISSIONER caused Certificate of Take C-914047 to be recorded in the land records of Loudoun County on November 17, 2014 to acquire a portion of and interests in property owned by Saul Holdings Limited Partnership (“Saul”); caused Certificate of Take C-914049 to be recorded in the land records of Loudoun County on November 20, 2014 to acquire a portion of and interests in property owned by Lansdowne Village Greens Homeowners Association (“LVG”); and caused Certificate of Deposit C-914050 to be recorded in the land records of Loudoun County on November 25, 2014 (and an amended certificate to be recorded on February 5, 2016) to acquire a portion of and interests in property owned by Lansdowne on the Potomac Homeowners Association, Inc. (“LOTP”) (collectively, the “Certificates”).

D. In each of the takings, the COMMISSIONER acquired new permanent utility easements, (“New Utility Easements”), among other interests, for Virginia Electric & Power Company and Washington Gas (collectively, the “Utility Providers”). The Utility Providers then proceeded to install within the New Utility Easements certain utility facilities, some of which were relocated and pre-existing.

E. The CONSERVANCY’s Board of Directors contends that, pursuant to the Declaration and/or the design guidelines, rules and regulations enacted pursuant thereto, all new utility facilities may be required to be constructed underground within the New Utility Easements;

or, alternatively, that the COMMISSIONER needs to pay just compensation in order to act in a manner allegedly contrary to the Declaration, design guidelines, rules and regulations. While recognizing that the CONSERVANCY'S Board of Directors and its Covenants Committee are authorized to allow above-ground utilities, the CONSERVANCY's Board of Directors is also entitled to seek injunctive relief against the COMMISSIONER and the Utility Providers to prevent above-ground utilities within the New Utility Easements. A copy of the CONSERVANCY's draft lawsuit, which has not been filed, is attached hereto as Exhibit 1.

F. The COMMISSIONER disputes the CONSERVANCY's contentions, including that the Declaration, design guidelines, rules and regulations require the COMMISSIONER to construct only underground utilities, and is prepared to defend himself if necessary. The COMMISSIONER also contends that, assuming, *arguendo*, that there were any previously operative private restrictions that required new utilities to only be constructed underground, such restrictions were extinguished as to the portions of the property that have been taken by operation of law upon the COMMISSIONER'S recordation of the Certificates.

G. Subject to the need to resolve the dispute with the CONSERVANCY, the COMMISSIONER has reached agreements in principal with Saul, LVG, and LOTP to settle their respective jurisdictional claims and claims to receive additional just compensation for the taking of land and interests described in the Certificates. Pursuant to the CONSERVANCY'S desire and as a condition of this settlement, the proposed settlement with LOTP will include the COMMISSIONER conveying certain excess right-of-way to LOTP and LOTP granting New Utility Easements on portions of that land.

H. The CONSERVANCY and the COMMISSIONER have been negotiating with each other in good faith to try to resolve their dispute about whether underground utilities are required.

The CONSERVANCY and the COMMISSIONER now wish to enter into this Settlement Agreement to resolve their dispute to avoid the uncertainty, expense, risk, and distraction of litigation.

I. The CONSERVANCY's Board of Directors and its Covenants Committee believe that it is in the CONSERVANCY's best interests to enter in this Settlement Agreement, and the COMMISSIONER believes that it is in the Commonwealth of Virginia's best interests to enter into this Settlement Agreement.

TERMS

In consideration for the promises, agreements, and provisions set forth below, which constitute valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties now agree as follows to resolve their dispute about whether underground utilities are required.

1. Above-Ground Utilities. The CONSERVANCY, acting through its Board of Directors and its Covenants Committee, authorizes the COMMISSIONER and the Utility Providers, and their successors, to construct, operate, and maintain the Project's above-ground utilities within the New Utility Easements; provided, however, that this approval is limited by the scope of the New Utility Easements as set forth below.

2. Terms of New Utility Easements. The COMMISSIONER shall use the utility easement forms attached as Exhibits 2 and 3 in connection with obtaining New Utility Easements from LOTP to be granted to the Utility Providers on the excess land to be conveyed to LOTP by the Commonwealth as part of the settlement of LOTP's just compensation case. In connection with the settlement of LOTP's, Saul's, and LVG's just compensation cases, the COMMISSIONER also shall amend Certificate of Deposit C-914050, Certificate of Take C-914047, and Certificate

of Take C-91409 to eliminate the New Utility Easements for the Utility Providers from the said Certificates and to use forms substantially similar to Exhibits 2 and 3 in order for LOTP, Saul, and LVG to convey the New Utility Easements directly to the Utility Providers. The CONSERVANCY, acting through its Board of Directors and Covenants Committee, consents to the language in Exhibits 2 and 3 to govern the New Utility Easements for the Project.

3. Release. With respect to this Project 6007-053-998, RW-201 and subject to the terms of this agreement, the CONSERVANCY hereby releases and discharges the COMMISSIONER, the Commonwealth of Virginia, VDOT, the Utility Providers, Loudoun County, any of their respective successors and assigns, and/or any of their respective officers, employees, agents, contractors, insurers, attorneys, or any other representatives (each a “Released Party”) from the claims that (A) the CONSERVANCY has alleged in its draft lawsuit and any and all other claims or lawsuits that the CONSERVANCY could have brought against any Released Party alleging, either directly or indirectly, that the utilities are required to be located underground; (B) that the COMMISSIONER must construct the Project’s new utilities underground in order to comply with the Declaration or any design guidelines, rules or regulations enacted pursuant thereto; (C) that in order to construct the Project’s new utilities above-ground the COMMISSIONER must pay just compensation to extinguish the covenant in the Declaration or any design guidelines, rules or regulations enacted pursuant thereto; and (D) that the CONSERVANCY is entitled to just compensation, compensatory or punitive damages, attorney’s fees, declaratory relief, injunctive relief, or any other type of relief for any other reason arising from or relating in any way to the use of above ground facilities within the New Utility Easements located within the Project. However, notwithstanding the intentionally broad scope of this Release, nothing in this Release shall prohibit the CONSERVANCY from enforcing any rights

created by this Settlement Agreement or other rights not otherwise released by this Settlement Agreement.

4. Payment. The COMMISSIONER agrees to pay \$172,213 to the CONSERVANCY within 21 days of receipt of duly endorsed Agreements After Certificate and dismissal orders from LOTP, Saul, and LVG, together with related easement agreements in recordable form, duly endorsed by the grantors, and the CONSERVANCY.

5. No Precedential Value. The parties agree that their respective decisions to enter into this Settlement Agreement have been made solely for the purpose of reaching a compromise and are not intended to be an admission that any position taken by either party in connection with this dispute either has merit or lacks merit. This Settlement Agreement shall not be admissible in any future legal proceeding as evidence of either party's evaluation of the merits of any position taken in connection with this dispute.

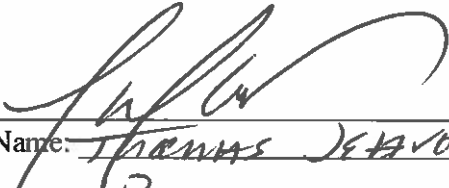
6. Representations and Warranties. The CONSERVANCY's Board of Directors represents and warrants that it has the authority to enter into this Settlement Agreement and to bind the CONSERVANCY to its terms and further represents and warrants that the Board of Directors and the Covenants Committee have the authority under the Association Documents to take the action required by this settlement agreement, including the authority to grant the exceptions and approvals set forth in this agreement, and that that the CONSERVANCY will defend any action brought in any legal proceeding challenging its authority to undertake this Settlement Agreement.

7. Entire Agreement. This Agreement constitutes the complete, final and entire understanding of the Parties, and they shall not be bound by any terms, covenants, conditions or representations not expressly contained in this Agreement.

8. Counterparts and Electronic Signatures. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original. In addition, this Settlement Agreement may be executed and transmitted by electronic means. This Settlement Agreement shall not be effective until signed by all parties.

WITNESS the following signatures and seals.

LANSDOWNE CONSERVANCY

By: 
Printed Name: THOMAS JEFFERSON
Title: MRS

COMMISSIONER OF HIGHWAYS

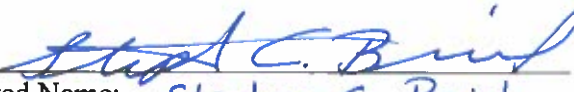
By: 
Printed Name: Stephen C. Brich
Title: Commissioner

EXHIBIT 1

TO LANSLOWNE CONSERVANCY – VDOT SETTLEMENT AGREEMENT

VIRGINIA:

IN THE CIRCUIT COURT OF LOUDOUN COUNTY

_____)	
LANSLOWNE CONSERVANCY,)	
a Virginia Non-stock corporation,)	
)	
Plaintiff,)	
)	
v.)	Case No. _____
)	
COMMONWEALTH TRANSPORTATION)	
COMMISSIONER OF VIRGINIA,)	
)	
SERVE: Charles A. Kirkpatrick, P.C.)	
VDOT Central Office)	
1401 E. Broad Street)	
Richmond, Virginia 23219)	
)	
and)	
)	
VIRGINIA ELECTRIC AND POWER)	
COMPANY d/b/a DOMINION VIRGINIA)	
POWER,)	
)	
SERVE: CT Corporation System)	
4701 Cox Road, Suite 301)	
Glen Allen, Virginia 23060-6802)	
)	
Defendants.)	
_____)	

COMPLAINT FOR INJUNCTIVE RELIEF

The Plaintiff, LANSLOWNE CONSERVANCY ("the Conservancy"), seeks through this action to enjoin the Defendants, the COMMONWEALTH

TRANSPORTATION COMMISSIONER OF VIRGINIA ("the Commissioner") and VIRGINIA ELECTRIC AND POWER COMPANY d/b/a DOMINION VIRGINIA POWER ("DVP") from violating certain conditions and restrictions applicable to land over which each of the Defendants have acquired utility easements.

By counsel and pursuant to Rule 3:2 of the Supreme Court of Virginia, the Conservancy states as follows:

1. This is an action to enforce valid restrictive covenants requiring utilities to be installed below ground on land that is subject to a declaration establishing those covenants for the common benefit of property owners subject to that declaration.

THE PARTIES

2. The Conservancy is property owners' association within the meaning of the Virginia Property Owners' Association Act for the common interest community known as Lansdowne. Lansdowne is a planned, mixed-use community located in Loudoun County, Virginia, and is comprised of 3,944 properties.

3. The Commissioner is the officer vested with the power to acquire lands and interests in lands deemed necessary for the construction the construction of public highways of the Commonwealth of Virginia.

4. DVP is a public service corporation organized under the laws of the Commonwealth of Virginia.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the parties and this action.

6. Venue is proper in Loudoun County.

BACKGROUND

7. On August 20, 1998, Xerox Realty Corporation ("Xerox") and the Conservancy caused to be recorded among the land records of Loudoun County, Virginia, at Deed Book 1601, Page 0908, the Second Amended and Restated Declaration for Lansdowne ("the Declaration"). A true and correct copy of the Declaration is attached to this Complaint as **Exhibit A**.

8. The Declaration manifests the intention to inaugurate a common plan of development to enhance property values for the benefit of landowners within Lansdowne.

9. As part of the common plan of development established in the Declaration, the Declaration imposes uniform restrictions, conditions and covenants that apply to all land subject to the Declaration.

THE RESTRICTIVE COVENANT

10. Among the restrictions, conditions and covenants, set out in the Declaration, the Declaration requires all utilities to be installed below the surface of the ground.

11. As of the time of the recordation of the Declaration, the Conservancy's Board of Directors had approved certain Design Guidelines and incorporated them in the Declaration by reference. (A true and correct copy of the Design Guidelines is attached as **Exhibit B**.)

12. The Design Guidelines require that all utility lines must be placed underground or otherwise out of view. (The restrictions, conditions and covenants set out in the Declaration requiring all utilities to be installed below the surface of the ground is referred to in this Complaint as the "Restrictive Covenant".)

13. Each owner of property subject to the Declaration "shall be governed by, and shall comply with, all of the applicable terms of the Association Documents." (Ex. A., Declaration, § 12.1.)

14. As defined in the Declaration, the Association Documents include, among other documents, the Declaration and Design Guidelines.

15. The Declaration requires every owner and occupier of land subject to a declaration to comply with the provisions of the Declaration.

16. The Declaration does not exempt VDOT from the requirement to comply with the provisions of the Declaration.

17. The Declaration does not exempt DVP from the requirement to comply with the provisions of the declaration.

18. The Virginia Property Owners' Association Act ("the Act") requires every owner and occupier of land subject to a declaration to comply with the provisions of the Declaration.

19. The Act does not exempt VDOT from the requirement to comply with the provisions of the Declaration.

20. The Act does not exempt DVP from the requirement to comply with the provisions of the Declaration.

21. The deeds whereby properties within Lansdowne were conveyed are expressly made subject to the Declaration.

22. All owners of lots within Lansdowne are legally obligated to comply with all provisions of the Declaration.

23. Anyone entitled to occupy a lot within Lansdowne is legally obligated to comply with all provisions of the Declaration.

24. Each owner of a lot within Lansdowne either planned for, constructed or purchased their respective lot in reliance on the restrictions, conditions and conditions in the Declaration, including the Restrictive Covenant.

25. Each owner of property subject to the Declaration has the right to enforce the Restrictive Covenant.

26. No owner of property subject to the Declaration has the right to waive the Restrictive Covenant.

27. The Restrictive Covenant is a valuable interest and estate in land.

28. The Restrictive Covenant constitutes a valuable property right for all owners of property governed by the Declaration.

29. The Conservancy, acting through its Board of Directors, is authorized to enforce the Restrictive Covenant.

30. The Conservancy is authorized to maintain an action for damages, injunctive relief or other relief arising out of any noncompliance with the Declaration.

THE COMMISSIONER'S VIOLATIONS OF THE RESTRICTIVE COVENANT

31. At all relevant times, the Commissioner has had constructive notice of the Restrictive Covenant.

32. The Commissioner has the power to exercise the right of eminent domain.

33. The Commissioner, pursuant to its power of eminent domain, has taken easements on certain properties that are bound by the Declaration, including the restrictive covenants. (A true and accurate copy of each of the Certificates of Take filed

against the properties bound by the Declaration is attached to this Complaint as composite **Exhibit C.**)

34. In the Certificates of Take, the Commissioner states its intention to convey easements to DVP and to Washington Gas for the purpose of installing and maintaining utility facilities.

35. The easement rights taken in the Certificates of Take are subject to the Restrictive Covenant.

36. The Commissioner has not obtained any waiver of the Restrictive Covenant.

37. Pursuant to conveyances of easement rights taken by the Commissioner, DVP has installed utility facilities above the surface of the ground on land subject to the Declaration.

38. Installation of DVP's utility facilities above the surface of the ground pursuant to the Certificates of take constitutes a breach of the Restrictive Covenant.

39. The Commissioner's action purports to convey to Washington Gas a right to install facilities appurtenant to his gas pipeline above the surface of the ground.

40. Installation of aboveground appurtenant facilities by Washington Gas would constitute a breach of the Restrictive Covenant.

41. The Commissioner failed to consider viable alternatives that would have allowed the installation of the new utility facilities without violating the Restrictive Covenant.

42. The Commissioner has no lawful authority to violate the Restrictive Covenant unless it acquires the right by eminent domain.

43. The Commissioner has not acquired the Restrictive Covenant by eminent domain.

44. The Commissioner's actions have caused substantial damage to the properties subject to the Restrictive Covenant.

45. The Commissioner's actions constitute an unlawful taking of the property rights of all owners of land subject to the Declaration, in violation of Article I, § 11 of the Virginia Constitution.

46. The Commissioner's actions have damaged the property rights of all owners of land subject to the Declaration, in violation of Article I, § 11 of the Virginia Constitution.

47. By constructing above-ground utilities in violation of the Restrictive Covenant, the Commissioner has effectively taken private property rights that are not necessary to achieve the stated public purpose for which those rights were taken.

DVP'S VIOLATION OF THE RESTRICTIVE COVENANT

48. At all relevant times, DVP has had constructive notice of the Restrictive Covenant.

49. DVP has the power to exercise the right of eminent domain.

50. DVP has acquired a Right of Way Agreement granting easement rights on property that is bound by the Declaration. (A true and accurate copy of the Right of Way Agreement is attached to this Complaint as **Exhibit D.**)

51. The easement rights conveyed in the Right-of-Way Agreement are subject to the Restrictive Covenant.

52. DVP has not obtained any waiver of the Restrictive Covenant.

53. Pursuant to that Right of Way Agreement, DVP has installed utility facilities above the surface of the ground.

54. DVP's installation of utility facilities above the surface of the ground pursuant to the Right of Way Agreement constitutes a breach of the Restrictive Covenant.

55. DVP failed to consider viable alternatives that would have allowed it to install its new utility facilities without violating the Restrictive Covenant.

56. DVP has no lawful authority to violate the Restrictive Covenant unless it acquires the right by eminent domain.

57. DVP has not acquired the Restrictive Covenant by eminent domain.

58. DVP's actions have caused substantial damage to the properties subject to the Restrictive Covenant.

59. DVP's actions constitute an unlawful taking of the property rights of all owners of land subject to the Declaration, in violation of Article I, § 11 of the Virginia Constitution.

60. DVP's actions have damaged the property rights of all owners of land subject to the Declaration, in violation of Article I, § 11 of the Virginia Constitution.

The Defendants' Refusal to Comply with the Restrictive Covenant

61. By letter dated August 26, 2015, counsel for the Conservancy requested the Commissioner to take appropriate steps to comply with the Restrictive Covenant. (A true and correct copy of the August 26, 2015 letter from Woodrow W. Turner, Jr. to Gary Farrell, Right of Way Manager, Virginia Department of Transportation, is attached to this Complaint as **Exhibit E.**)

62. The Commissioner has failed to comply with the Restrictive Covenant in response to the Conservancy's Request.

63. By letter dated October __, 2016, counsel for the Conservancy requested DVP to take appropriate steps to comply with the Restrictive Covenant. (A true and correct copy of the October 19, 2016 letter from Woodrow W. Turner, Jr. to James W. West, Right of Way Agent, Dominion Virginia Power, is attached to this Complaint as **Exhibit F.**)

64. DVP has failed to comply with the Restrictive Covenant in response to the Conservancy's Request.

65. The Defendants have deprived the Conservancy and all owners of land subject to the Declaration, the right to enforce the Restrictive Covenant on the parcels on which the Defendants have constructed utility facilities above the surface of the ground.

66. The Defendants actions have caused, and continued to cause, irreparable harm to the Conservancy, and all owners of land subject to the Restrictive Covenant.

67. The Conservancy has no adequate legal remedy for the Defendants' violations of the Restrictive Covenant.

PRAYER FOR RELIEF

WHEREFORE, the Lansdowne Conservancy requests this Court:

- (A) To enjoin the Commonwealth Transportation Commissioner of Virginia from its violation of the Restrictive Covenant;
- (B) To enjoin the Commonwealth Transportation Commissioner of Virginia from conveying to Virginia Electric Power Company d/b/a Dominion

Virginia Power any right to install utility facilities above the surface of the ground in violation of the Restrictive Covenant;

- (C) To enjoin the Commonwealth Transportation Commissioner of Virginia from conveying to Washington Gas any right to install any utility facility appurtenant to its underground gas pipeline above the surface of the ground in violation of the Restrictive Covenant;
- (D) To enjoin Virginia Electric Power Company d/b/a Dominion Virginia Power from its violation of the Restrictive Covenant;
- (E) To require Virginia Electric Power Company d/b/a Dominion Virginia Power to remove the above ground utility facilities and appurtenances and to restore the subject properties to their previous condition; and
- (F) To award any further relief as the Court considers appropriate under the facts and nature of the case.

LANSDOWNE CONSERVANCY

By: _____
Counsel

Woodrow W. Turner, Jr. (VSB No. 13517)
Michael E. Kinney (VSB No. 65056)
THE TURNER LAW FIRM, P.C.
20 W. Market Street
Leesburg, Virginia 20176
Telephone: (703) 669-9090

Facsimile: (703) 669-9091

Counsel for Lansdowne Conservancy

EXHIBIT 2

TO LANSDOWNE CONSERVANCY – VDOT SETTLEMENT AGREEMENT



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, made this ____ day of _____, 20____, by and between

LANSDOWNE ON THE POTOMAC HOMEOWNERS ASSOCIATION, INC.
a Virginia non-stock corporation and
LANSDOWNE CONSERVANCY, a Virginia non-stock corporation
(additional GRANTOR for indexing purposes due to joinder in
the attached Consent, Joinder and Grant by Conservancy)

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend variable (as shown on the attached plat) feet in width across the lands of **GRANTOR**; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend variable (as shown on the attached plat) feet in width across the lands of **GRANTOR**.

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:

Dominion Energy Virginia, 3072 Centreville Road Herndon VA 20171.

(Page 1 of 6 Pages)
VAROW No(s). 40-18-0234
VDOT Project No. (FO) 6007-053-998 (VDOT surplus land)
Tax Map No. 113-49-2778

Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Ashburn district, Loudoun County, Virginia, as more fully described on Plat(s) Numbered 40-18-0234 , attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: _____

Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE'S** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE'S** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE'S** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE'S** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____



Right of Way Agreement

11. GRANTOR covenants that it is seized of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, right and privileges; and the GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of the GRANTOR warrants that GRANTOR is a non-stock corporation created under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this agreement on behalf of said non-stock corporation/association.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through the exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

**LANSLOWNE ON THE POTOMAC
HOMEOWNERS ASSOCIATION, INC.,**
a Virginia non-stock corporation

By: _____

Name: _____

Title: _____

State of _____

City/County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____
by _____, who is _____ of
(Name of Person Signing) (Title of Person Signing)

LANSLOWNE ON THE POTOMAC HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation, on behalf of the said non-stock corporation/association.

Notary Public (Name)

Notary Public (Signature)

My commission expires: _____

Registration Number: _____



Right of Way Agreement

EXHIBIT A

This Exhibit A shall be attached to and made a part of the RIGHT OF WAY AGREEMENT executed by the undersigned **GRANTOR(s)** on the _____ day of _____, 20____. The following terms and conditions are incorporated therein:

1. Notwithstanding any other provisions of this Right of Way Agreement, **GRANTEE** shall not install more than one line of poles within the easement area herein granted. **GRANTEE**, however, may add additional circuits to the pole line, along with any additional guying and/or push braces required to support and maintain the stability of the said overhead pole line. Additional circuits shall not preclude **GRANTEE** from installing taller poles to maintain proper clearances as required by the National Electrical Safety Code (NESC).
2. Notwithstanding any other provisions of this Right of Way Agreement, this easement shall be limited to distribution facilities not to exceed 34.5 kilovolts (KV) per circuit.

**LANSDOWNE ON THE POTOMAC
HOMEOWNERS ASSOCIATION, INC.,**
a Virginia non-stock corporation

By: _____

Name: _____

Title: _____

EXHIBIT B - CONSENT, JOINDER AND GRANT BY CONSERVANCY

LANSLOWNE CONSERVANCY, a Virginia non-stock corporation ("**CONSERVANCY**"), is the overarching association responsible for maintaining the landscaped rights of way for all public streets in the Lansdowne development, as well as common open space and is responsible for architectural control for the Lansdowne development.

WHEREAS the Dominion Energy easement, more particularly identified on Right of Way Agreement more particularly described as Plat No. 40-14-0007, to which this Consent, Joinder and Grant by Conservancy is attached, falls within the lands maintained by the said Conservancy.

WITNESSETH that subject to the terms of the Right of Way Agreement to which this Consent, Joinder and Grant by Conservancy is attached, the **CONSERVANCY** does hereby consent to, join and grant the easement referenced therein to **GRANTEE**, to encumber **CONSERVANCY's** interest in the real property described therein to that same extent that such easement encumbers **GRANTOR's** interest in such real property.

NOTICE TO LANDOWNER: You are hereby conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of these rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, the **CONSERVANCY** has caused its name to be signed hereto by its duly authorized officer or agent on this _____ day of _____, 20____.

LANSLOWNE CONSERVANCY,
a Virginia non-stock corporation

By: _____
Name: _____
Title: _____

State of _____

City/County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, _____
by _____, who is the _____ of **LANSLOWNE**
(Name of Person Signing) (Title of Person Signing)
CONSERVANCY, a Virginia non-stock corporation, on behalf of said non-stock corporation.

Notary Public (Name)

Notary Public (Signature)

My commission expires: _____

Notary Registration Number: _____



Owner:
 Lansdowne on the Potomac
 Homeowners Association, Inc.
 PIN# 113-49-2778

Loudoun County School Board
 PIN# 113-48-4741

VDOT Surplus Land conveyed to
 Lansdowne on the Potomac
 Homeowners Association, Inc.

Plat Showing
 Dominion Energy Easement
 on Surplus Land
 Conveyed by VDOT to
 Lansdowne on the Potomac
 Homeowners Association, Inc.

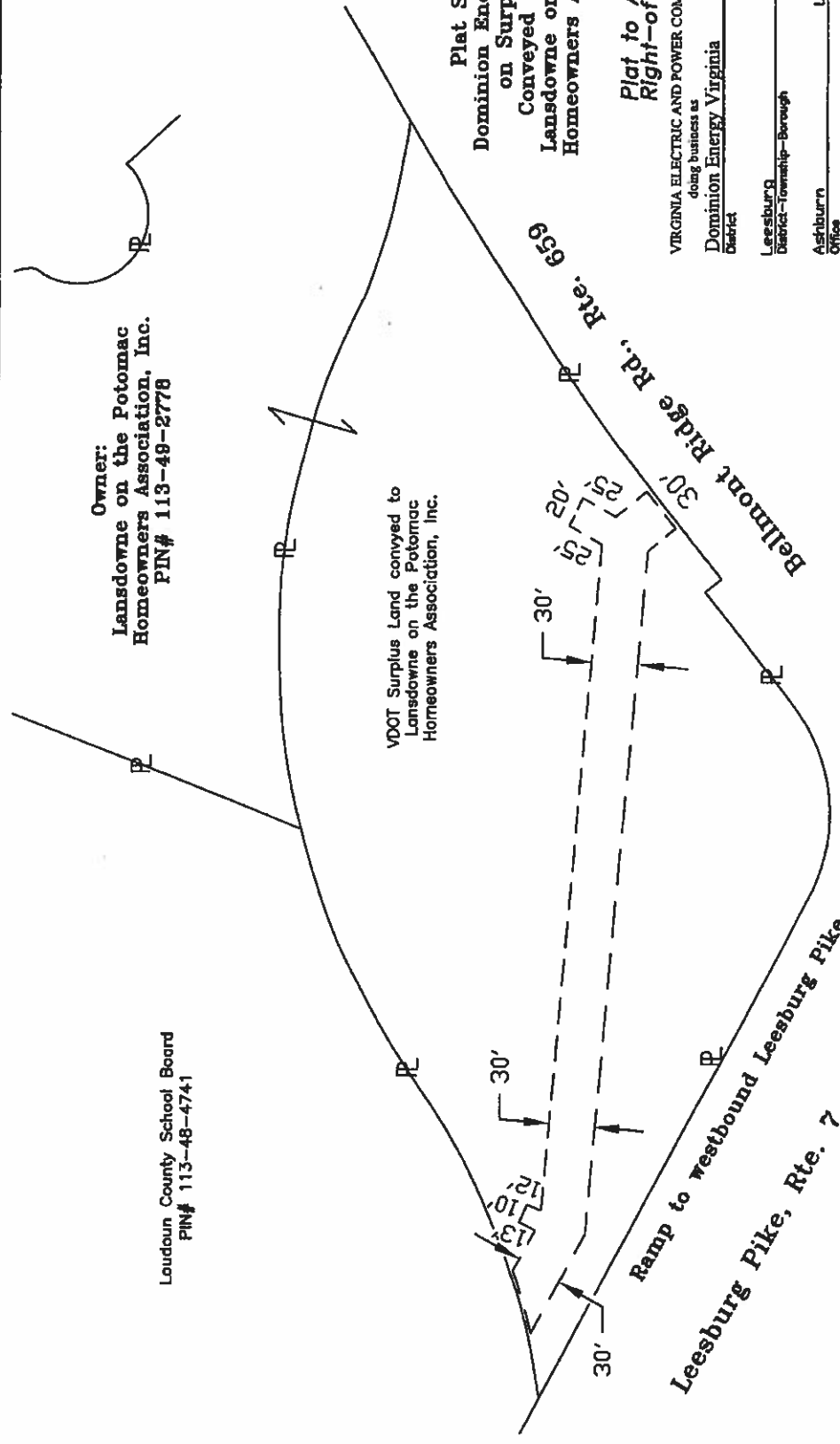
Plat to Accompany
Right-of-Way Agreement

VIRGINIA ELECTRIC AND POWER COMPANY
 doing business as
 Dominion Energy Virginia OH/UC
 District

Leesburg
 District-Township-Borough County-City State
 Ashburn Loudoun Co. VA
 Office Plot Number

N/V Region 40-18-0234
 Estimate Number Grid Number
 EMail:NAJAL48 C0027
 Date

Nov. 21, 2018 By James W. West



Legend
 - - - - - Location of Boundary Lines of Right of Way
 = = = = = Indicates Property Line is Right-of-Way Boundary

EXHIBIT 3

TO LANSDOWNE CONSERVANCY – VDOT SETTLEMENT AGREEMENT



Washington Gas

EASEMENT

THIS EASEMENT made and entered into this _____ day of _____, 2019 , by and among **LANSDOWNE ON THE POTOMAC HOMEOWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation (hereinafter called Owner), GRANTOR, **LANSDOWNE CONSERVANCY**, a Virginia non-stock corporation (hereinafter called the Conservancy), their executors, administrators, legal representatives, successors and assigns, and **WASHINGTON GAS LIGHT COMPANY**, a Virginia and District of Columbia corporation, its successors and assigns (hereinafter called the Company), GRANTEE.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right of way (Easement) variable in width, for the purposes of laying, constructing, maintaining, operating, removing, replacing, altering, extending, repairing, and increasing or decreasing in size a gas pipeline or pipelines, service pipes, valves, regulators and accessory equipment (Equipment), as well as wire or fiber optic communication cable, in through and across its property described and recorded by deed dated February 4, 2001 from Courtland at Coton Commons, L.C., to GRANTOR, and recorded in Deed Book 2284, at Page 1943 of the land records of Loudoun County in the Commonwealth of Virginia, the gas pipeline to be installed along a line as described on VDOT Project No. 6007-053-998, RW-201, C-501, Sheets 6RW, 8RW, and 10RW, attached hereto and made a part hereof.

GPIN/Parcel ID No: 112-16-3195

Washington Gas Light Company
Gas Transportation Unit

BCA# _____
WR# _____

Washington Gas



The Easement is subject to the following conditions:

1. The Equipment shall be and remain the property of the Company.
2. The Company and its agents shall have full and free use of the Easement for the purposes named, including the right of access to and from the Easement; and, in addition, the Company shall have the right during the period of original construction of the Equipment, to use additional space, as needed, for construction use only.
3. The gas pipeline and service pipes shall be installed below cultivation and regulators and accessory equipment may be above the surface and the Owner reserves the right to construct and maintain private roadways and fences over the Easement without restricting the Company access to the easement and to make any use of the Easement herein granted not inconsistent with the rights herein conveyed to the Company or with the use of the Easement by the Company for the purposes named. Uses inconsistent with the easement include, but are not limited to, the erection of any building or other structure within the Easement, the making of a fill or an excavation on the Easement, or the inundation of the Easement, without written approval of the Company.
4. The Company shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in the Easement deemed by the Company to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the Company at its own expense shall restore, as nearly as possible, the property to its original condition, including the back filling of trenches, the replacement of fences, and the reseeded of lawns or pasture areas, but not the replacement of structures, trees, or other obstructions.

Washington Gas



5. The Owner warrants generally said Easement and will execute such further assurances thereof as the Company may request. The Lansdowne Conservancy by its endorsement hereof releases, relinquishes, and waives any and all claims of any kind relating to the Above-Ground Equipment identified in Exhibit A hereto or permitted by the terms stated in Exhibit A.

6. The Company shall pay the Owner actual damages that may arise from the original construction, maintenance, replacement, operation and removal of said Equipment.

7. The easement granted hereby shall be subject to all the terms and conditions contained in Attachment "A" which is attached hereto and made a part hereof

*NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS the following signature:

LANSDOWNE ON THE POTOMAC HOMEOWNERS ASSOCIATION, INC.

By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ who is the _____, of Lansdowne on the Potomac Homeowners Association, Inc., a Virginia non-stock corporation formed pursuant to the Virginia Property Owners Association Act.

Notary Public

My commission expires: _____

Notary Registration #: _____

LANSDOWNE CONSERVANCY

By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ who is the _____, of Lansdowne Conservancy, a Virginia non-stock corporation formed pursuant to the Virginia Property Owners Association Act.

Notary Public

My commission expires: _____
Notary Registration #: _____

EXHIBIT A

This Exhibit A shall be attached to and made a part of the Easement Agreement executed by the **GRANTOR(s)** on the _____ day of _____, 2019. The following terms and conditions are incorporated therein:

1. Notwithstanding any other provisions of this Easement Agreement, **GRANTOR** acknowledges **GRANTEE'S** existing above-ground equipment which consists of a Regulator Station with two 37" W x 60" H x 96" L above ground vaults and an approximately 5' high pole with attached pressure recorder (Above-Ground Equipment) and **GRANTEE** shall not install within the easement any additional Above-Ground Equipment than exists on the date of this Easement Agreement except as required to comply with federal, state, or local requirements, including, without limitation, additional regulator stations.

EXHIBIT B - CONSENT BY CONSERVANCY

LANSDOWNE CONSERVANCY, a Virginia non-stock corporation ("**CONSERVANCY**"), is the overarching association responsible for maintaining the landscaped rights of way for all public streets in the Lansdowne development and is responsible for enforcement of the development restrictions and covenants set forth in the Second Amended and Restated Declaration for Lansdowne ("**DECLARATION**"), recorded in Deed Book 1601 Page 0908 in the Clerk's Office of Loudoun County.

WHEREAS, the Conservancy contends that the WASHINGTON GAS LIGHT COMPANY easement, more particularly identified in the Easement Agreement to which this Consent is attached, and more particularly described on the plan sheets identified therein, is subject to the covenants and restrictions set forth in the DECLARATION, in particular the restriction on above ground utility lines; and

WHEREAS, to resolve any and all disputes regarding application of the covenants and restrictions to the said easement the CONSERVANCY has issued a limited exception to the Grantor and Grantee for good cause shown pursuant to the DECLARATION to permit WASHINGTON GAS LIGHT COMPANY to construct specifically identified facilities above ground.

WITNESSETH that, subject to the terms of Easement, the CONSERVANCY does hereby consent to the conveyance of the Easement by Grantor to Grantee and acknowledges its approval to permit the Grantee to construct above ground those facilities as described in the Easement.

This Consent is for the benefit of the Grantor and Grantee, and there is no other beneficiary to this Consent. Except as provided for in the Easement, the covenants and restrictions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the CONSERVANCY has caused its name to be signed hereto by its duly authorized officer or agent on this ____ day of _____, 2019.

LANSDOWNE CONSERVANCY

By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ who is the _____, of Lansdowne Conservancy, a Virginia non-stock corporation formed pursuant to the Virginia Property Owners Association Act.

Notary Public

My commission expires: _____

Notary Registration #: _____

EXCERPT OF EXHIBIT A AND B FROM THE EXISTING SETTLEMENT
LANGUAGE IN EASEMENTS TO DOMINION ENERGY FROM LOTP, LVG, SAUL
CENTERS AND THE LANSLOWNE CONSERVANCY:



Right of Way Agreement

EXHIBIT A

This Exhibit A shall be attached to and made a part of the RIGHT OF WAY AGREEMENT executed by the undersigned GRANTOR(s) on the 6th day of November, 2019. The following terms and conditions are incorporated therein:

1. Notwithstanding any other provisions of this Right of Way Agreement, GRANTEE shall not install more than one line of poles within the easement area herein granted. GRANTEE, however, may add additional circuits to the pole line, along with any additional guying and /or push braces required to support and maintain the stability of the said overhead pole line. Additional circuits shall not preclude GRANTEE from installing taller poles to maintain proper clearances as required by the National Electrical Safety Code (NESC).
2. Notwithstanding any other provisions of this Right of Way Agreement, this easement shall be limited to distribution facilities not to exceed 34.5 kilovolts (KV) per circuit.

**LANSLOWNE ON THE POTOMAC
HOMEOWNERS ASSOCIATION, INC.,**
a Virginia non-stock corporation

By: Mary E Steiner

Name: Mary E Steiner

Title: President

EXHIBIT B - CONSENT BY CONSERVANCY

LANSDOWNE CONSERVANCY, a Virginia non-stock corporation ("**CONSERVANCY**"), is the overarching association responsible for maintaining the landscaped rights of way for all public streets in the Lansdowne development and is responsible for enforcement of the development restrictions and covenants set forth in the Second Amended and Restated Declaration for Lansdowne ("**DECLARATION**"), recorded in Deed Book 1601_Page 0911_in the Clerk's Office of Loudoun County.

WHEREAS, the Conservancy contends that the Dominion Energy Virginia easement, more particularly identified in the Right of Way Agreement to which this Consent is attached, and more particularly described as Plat No. 40-19-0103 is subject to the covenants and restrictions set forth in the DECLARATION, in particular the restriction on above ground utility lines; and

WHEREAS, to resolve any and all disputes regarding application of the covenants and restrictions to the said easement the CONSERVANCY has issued a limited exception to the Grantor and Grantee for good cause shown pursuant to the DECLARATION to permit Dominion to construct specifically identified facilities above ground.

WITNESSETH that, subject to the terms of Right of Way Agreement, the **CONSERVANCY** does hereby consent to the conveyance of the Right of Way Agreement by Grantor to Grantee and acknowledges its approval to permit the Grantee to construct above ground those facilities as described in the Right of Way Agreement.

This Consent is for the benefit of the Grantor and Grantee, and except for a successor as provided for in Paragraph 8 of the Right of Way Agreement, there is no other beneficiary to this Consent. Except as provided for in the Right of Agreement, the covenants and restrictions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the **CONSERVANCY** has caused its name to be signed hereto by its duly authorized officer or agent on this 6 day of March, 2020.

LANSDOWNE CONSERVANCY,
a Virginia non-stock corporation

By: [Signature]
Name: TOM SEARONS
Title: PRES

State of Virginia
City/County of Loudoun

The foregoing instrument was acknowledged before me this 6 day of March, 2020 by Tom Searons, who is the President of **LANSDOWNE CONSERVANCY**, a Virginia non-stock corporation, on behalf of said non-stock corporation.

Bryan Turner
Notary Public (Name)

[Signature]
Notary Public (Signature)

My commission expires: September 30 2020

Notary Registration Number: 344063

Page 6 of 6 Pages)
VAROW No(s) 40-19-0103

[Signature]
(Notary Seal Here)

BRYAN SCOTT TURNER
NOTARY PUBLIC
REGISTRATION# 344063
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES SEPT. 30. 2020

6

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14470

DISK: XEROX OPER: McClung
FILENAME: A:1STAMEND.EAS
REVISED: July 22, 1991

FIRST AMENDED AND RESTATED
SCENIC EASEMENT AND PUBLIC ACCESS EASEMENT

THIS FIRST AMENDED AND RESTATED SCENIC EASEMENT AND PUBLIC ACCESS EASEMENT is made this 6th day of August, 1991, between XEROX REALTY CORPORATION, a Delaware corporation, its successors and assigns (the "Grantor"), and THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, a body politic, existing under the laws of the Commonwealth of Virginia (the "Board").

R E C I T A L S:

R-1. The Grantor is the owner of certain land in Loudoun County, Virginia (the "Property"), a portion of which is shown on a plat dated November 24, 1989, revised to January 16, 1990, prepared by Christopher Consultants Ltd. which is attached to a Scenic Easement and Public Access Easement ("Scenic Easement") recorded on May 10, 1990 in Deed Book 1986 at page 1798 among the land records of Loudoun County, Virginia ("Land Records").

R-2. The Grantor previously filed an Amended and Restated Rezoning Application together with an Amended Development Concept Plan (collectively, the "Rezoning Application 1988") relating to the Property which was approved by the Board on March 16, 1987 and amended April 18, 1988.

R-3. The Scenic Easement was developed and recorded in accordance with the proffers made in connection with the Rezoning Application 1988.

R-4. The Grantor, as applicant, and Washington International University in Virginia, as contract purchaser of a portion of the Property, filed an Amended and Restated Rezoning Application and an Amended Development Concept Plan (collectively, the "Rezoning Application 1991") relating to the Property which Rezoning Application 1991 was approved by the Board on February 19, 1991.

R-5. In connection with the Rezoning Application 1991, the Grantor, pursuant to Section 15.1-491(a) of the Code of Virginia (1950, as amended), and Section 540 of the Loudoun County Zoning Ordinance, submitted to the Board certain zoning proffers dated January 25, 1991, which have been designated an Addendum to Lansdowne Proffer Statement made under date of February 20, 1987 wherein, in accordance with its policy of contributions to the public welfare, the Grantor agreed to provide a scenic easement along both sides of Goose Creek and for a public pedestrian access easement surrounding the historic canal lock sites along Goose Creek.

XEROX REALTY CORP.
P.O. Box 2000
LEESBURG VA 22075
Plat Exhibit A J1A 383-08. 4-5-6-7



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R-6. The Board, in connection with the Rezoning Application 1991, desired to assure that the public will be entitled to view some of the great natural scenic beauty of the Property and that the existing natural condition and present state of use of the Property be preserved to the extent possible consistent with the Rezoning Application 1991, and to that end has determined that it is in the public interest for the Grantor to grant a scenic and public access easement to the Board over a portion of the Property.

R-7. The Grantor has consulted with the Goose Creek Scenic River Advisory Board and obtained the concurrence and agreement of the Advisory Board with respect to this First Amended and Restated Scenic Easement and Public Access Easement.

R-8. The Grantor is willing to grant to the Board a scenic easement over a portion of the Property in the Easement Area as hereinafter defined.

R-9. The Grantor is willing to grant to the Board a public access easement over the Property surrounding the historic canal lock sites in the Easement Area so that the public may view the historic, natural or scenic attractiveness of the Property, which scenic easement and public access easement will result in the Grantor's restricted use and enjoyment of the Property.

R-10. The Grantor and the Board desire to amend and restate the Scenic Easement as recorded in Deed Book 1986 at page 1798, to comply with the terms of the Rezoning Application 1991 and the Addendum to Lansdowne Proffer Statement dated January 25, 1991.

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) in hand paid to the Grantor by the Board, the receipt and adequacy of which is hereby acknowledged, Grantor and Board agree as follows:

1. Incorporation of Recitals. The recitals R-1 through R-10, inclusive, are by this reference incorporated herein and made a part hereof.

2. Definitions.

(a) The Easement Area is that portion of the Property shown on the plat attached hereto made by christopher consultants, ltd dated April 2, 1991 entitled 300' Scenic / Public Access Easement (the "Plat") subject to the scenic easement and includes both the Lansdowne Easement Area and the University Easement Area.

(b) The Lansdowne Easement Area is that portion of the Property labeled and designated "Lansdowne Easement Area" on the Plat.

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(c) The University Easement Area is that portion of the Property labeled "University Easement Area" on the Plat.

3. Termination and Restatement. The Scenic Easement and Public Access dated February 20, 1990 recorded in Deed Book 1086 at page 1798 is hereby terminated in its entirety and substituted in its place and stead is the First Amended and Restated Scenic Easement and Public Access Easement.

4. (a) The Grant. Subject to permitted uses in paragraph 6 below, Grantor hereby grants unto the Board (i) a Scenic Easement over the Property in the Easement Area; and (ii) a Public Access Easement for pedestrian ingress and egress to permit public access surrounding the historic canal lock sites in the Easement Area. For the purposes hereof, the term "Scenic Easement" shall mean the creation of a visual corridor of natural or planted vegetation or land contour which reduces the impact of the Grantor's development as viewed from the water's edge of Goose Creek for a distance of three hundred (300) feet and to preclude development to the edge of Goose Creek, and the term "Easement Area" shall mean the area shown on the Plat and labeled thereon "300' Scenic Easement Parallel to Goose Creek Boundary" and "Public Access Easement."

(b) The Future Grant. Xerox agrees for itself and its successors and assigns that it will, at such time as the Heritage Trail is constructed, grant unto the Board an additional easement in order to connect the Heritage Trail with the Public Access Easement surrounding the Historic Canal Locks.

5. Nature and Character.

(a) The Scenic Easement shall be for the purpose of creating or perpetuating in the Easement Area a visual corridor of natural or planted vegetation or land contour which has the effect of reducing the impact of Grantor's development pursuant to the Rezoning Application, as viewed from Goose Creek and to preclude intense development to the edge of the Goose Creek.

(b) The Public Access Easement shall be for the purpose of providing access surrounding the historic canal lock sites in order for the public to view and enjoy the historic canal lock sites in the Easement Area.

6. Permitted Uses. (a) Easement Area. Grantor shall have the right, without the consent of the Board, to make such use of the Easement Area as is contemplated by the Rezoning Application, as amended from time to time, subject to the then existing county site plan approval process specifically, including without limitation:

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- (i) bridge(s) across Goose Creek and connecting roadways;
- (ii) fences, stone walls;
- (iii) trails (bicycle & hiking), interpretive features, seating areas;
- (iv) drainage, sewer and utility infrastructures, including required structures (conforming to county flood plain ordinances); or
- (v) development features/sculptures;

(b) Lansdowne Easement Area. Grantor may use, build, construct, install, modify, alter, repair and maintain in the Lansdowne Easement Area (i) linear walkways or trails, whether paved or unpaved in the discretion of the Grantor; (ii) one canoe launch facility with related paved or unpaved, in the discretion of the Grantor, parking areas which may be accessed from internal roads in the vicinity of Riverside Drive; (iii) underground sewer lines and utilities, whether public or private, including the right to clear land as reasonably necessary for the construction, repair or maintenance thereof provided, however, that the Grantor shall seek and exercise reasonable efforts to minimize any clearing or excavating; (iv) benches and seating areas; (v) informational signage; (vi) residential dwellings and related lawns, driveways and improvements provided that no residence, dock, pilings, pavement or other improvements of any kind shall be located within 150 feet of the water's edge of Goose Creek except as provided in (i) through (v), inclusive; and (vii) a golf course on land west of Goose Creek within the Easement Area provided that there shall be 75-foot natural buffer measured horizontally from the western water's edge along Goose Creek, which buffer shall be maintained in its natural state and provided that the Grantor shall develop a fertilizer and pesticide management plan for the golf course in the Easement Area in accordance with County requirements.

(c) University Easement Area. Grantor may use, build, construct, install, modify, alter, repair and maintain in the University Easement Area (i) lawns relating to allowed residential dwellings; (ii) walkways or trails, whether paved or unpaved, in the discretion of the Grantor; (iii) one canoe launch facility with related paved or unpaved, in the discretion of the Grantor, parking area which may be accessed from internal roads; (iv) underground sewer lines and utilities, whether private or public, including the right to clear land as reasonably necessary for the construction, repair and maintenance thereof, provided, Grantor shall seek and exercise reasonable efforts to minimize clearing and excavation; (v) benches and seating areas; (vi) informational signage; (vii) single family residential dwellings,

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provided that there shall be no more than five such single family residential dwellings within the University Easement Area and provided that no such residence is located within 250 feet measured horizontally from the water's edge of Goose Creek; (viii) the construction and development of a golf course on the University property as generally depicted on the Amended Land Use Concept Plan (1990) provided that there shall be a 75-foot natural buffer measured horizontally preserved along Goose Creek, which buffer shall be maintained in its natural state and provided further that the Grantor shall develop a fertilizer and pesticide management plan for the proposed golf course on the University property in accordance with County requirements.

(d) Except as provided herein, no buildings, structures or paved parking areas will be allowed in the Easement Area.

7. Restricted Uses. Grantor shall not, without the prior written consent of the Board:

(a) Place or erect upon the Easement Area, any building or above ground structure, except as permitted in paragraph 6;

(b) Erect in the Easement Area billboards or general advertising signs. Public safety or informational signs may be located in the Easement Area.

(c) Materially or adversely alter the general topography or scenic features of the Easement Area, except as permitted in paragraphs 6 and 9 hereof.

(d) Deposit trash or debris in the Easement Area.

8. Grantor's Covenant. Grantor covenants on behalf of itself, its successors and assigns, with the Board, in order to accomplish the purpose hereof, it will use the Easement Area only as provided herein. Grantor shall maintain or cause the Easement Area to be maintained in a natural state except as provided in paragraphs 6 and 9 hereof.

9. Rules and Regulations. Notwithstanding the foregoing Restricted Uses the Grantor may establish reasonable rules and regulations for the safety and welfare of the public with regard to its use of the Public Access Easement and the preservation of the Property. Grantor may not establish any rule or regulation which unreasonably interferes with the material purpose of the Public Access Easement.

10. Binding Effect. This easement shall be binding upon the Grantor, its successors and assigns, and shall constitute a servitude upon the Property; provided, however, that nothing

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herein shall preclude modification of the terms hereof or termination of the Scenic Easement hereby granted, by agreement of the Grantor and the Board without the consent of any other party.

11. Effect on Density. Notwithstanding anything contained hereby or in the Scenic Easement, the building density on the Property shall not be affected by the granting of the Scenic Easement or by this First Supplement and Amendment to Scenic Easement and Public Access Easement.

IN WITNESS WHEREOF, Xerox Realty Corporation and the Board of Supervisors of Loudoun County, Virginia have caused this First Amended and Restated Scenic Easement and Public Access Easement to be signed by their duly authorized officers or officials as of the date first set forth above.

XEROX REALTY CORPORATION, a Delaware corporation

By: Jon D. Reese
Its: Senior Vice President

THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA

By: Butler W. Saturn
Its: Chairman

APPROVED AS TO LEGAL FORM

[Signature]

SEEN AND AGREED TO:

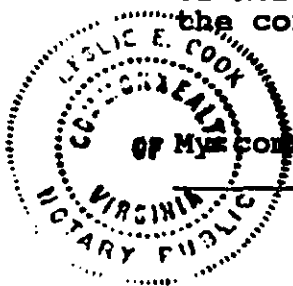
WASHINGTON INTERNATIONAL UNIVERSITY
IN VIRGINIA

By: [Signature]
Its: President

113452702

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Loudoun, to-wit:

The foregoing instrument was acknowledged before me this
14th day of June, 1991, by
JAN DAVID REESE, SR. VICE PRESIDENT
of Xerox Realty Corporation, a Delaware corporation, on behalf of
the corporation.



Leslie E. Cook
Notary Public

My commission expires:
August 31, 1993

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Loudoun, to-wit:

The foregoing instrument was acknowledged before me this
6th day of August, 1991, by
Betty W. Tatum, Chairman
of the Board of Supervisors of Loudoun County, Virginia, on
behalf of the Board.

Mary K. Coleman
Notary Public

My commission expires:
My Commission Expires October 24, 1993

ORDER/WARRANT ANNEKED

91 AUG 23 AM 11:24

-7-

LOUDOUN CO., VA.

[Signature] CLERK

GENERAL NOTES:

- 1.) THE PROPERTIES DELINEATED HEREON ARE LOCATED ON TAX MAP 50 PORTION OF PARCEL 2, TAX MAP 62 ((3)) PARCEL 1, 2A, TAX MAP 62 ((7)) PARCEL B1, TAX MAP 62, PORTION OF PARCEL 1A, TAX MAP 62 ((8)) PARCEL 3, AND TAX MAP 50 ((1)) PORTION OF PARCEL 1. THE TOTAL AREA OF THE PLANNED DEVELOPMENT IS 2,267.6350. THE AREA TO BE REZONED IS 1011.
- 2.) BOUNDARY INFORMATION SHOWN HEREON TAKEN FROM ALTA/ACSM TITLE SURVEY OF THE SITE PREPARED BY CHRISTOPHER CONSULTANTS, LTD., DATED 1/5/90.
- 3.) THE PROPERTY IS NOT IN THE LAND USE PROGRAM.
- 4.) PHOTOGRAPHY PREPARED BY AIR SURVEY CORPORATION, RESTON VIRGINIA BY PHOTOGRAMMETRIC METHODS FROM PHOTOGRAPHY DATED MARCH 27, 1985 AND UPDATED BY PHOTOGRAMMETRIC DATA SERVICES BY PHOTOGRAMMETRIC METHODS DATED APRIL 12, 1991.
- 5.) THE CERTIFIED PLAT AND EXISTING CONDITIONS PLANS ARE INTENDED TO BE USED FOR REZONING PURPOSES ONLY.
- 6.) EXISTING AND PROPOSED ZONING FOR EACH PARCEL LANDBAY IS SHOWN ON THE CERTIFIED PLAT.
- 7.) CONTOUR INTERVAL IS 5 FEET.
- 8.) SOILS INFORMATION IS COMPILED FROM THE LOUDOUN COUNTY SOILS OVERLAY MAP SHEETS 55, 80, 81, 82, 83, 111, 112, 113, AND INTERPRETIVE GUIDE TO THE USE OF SOILS MAPS, LOUDOUN COUNTY, VIRGINIA.
- 9.) FLOODPLAIN INFORMATION SHOWN HAS BEEN TAKEN FROM VMS GOLF COURSE FLOODPLAIN ALTERATION AS PREPARED BY DEWBERRY & DAVIS, AND THE RIVERPOND FLOODPLAIN STUDY, LAKEFRONT FLOODPLAIN STUDY AND POND #1 FLOODPLAIN ALTERATION ALL PREPARED BY CHRISTOPHER CONSULTANTS, LTD.
- 10.) PUBLIC WATER AND SEWER HAVE BEEN EXTENDED TO THE SITE.
- 11.) ALL STRUCTURES WITHIN 200 FEET OF THE SITE ARE SHOWN ON THE CERTIFIED PLAT.

OWNERS / APPLICANTS

XEROX REALTY CORPORATION
 19391 LANSLOWNE BLVD.
 LANSLOWNE, VIRGINIA 22075
 (703) 478-1013
 TAX MAP 50 PORTION OF PARCEL 2
 TAX MAP 62 ((3)) PARCEL 1, 2A
 TAX MAP 62 ((7)) PARCEL B1
 TAX MAP 62 PORTION OF PARCEL 2A
 TAX MAP 62 ((8)) PARCEL 3

NAME _____	TITLE _____
SIGNATURE _____	DATE _____

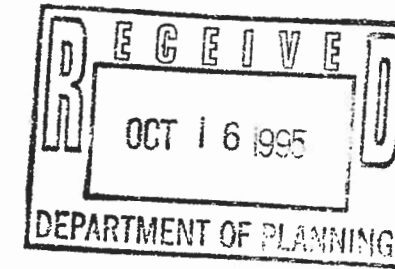
UNIVERSITY DEVELOPMENT, CORP.
 19391 LANSLOWNE BLVD.
 LANSLOWNE, VIRGINIA 22075
 (703) 478-1013
 TAX MAP 50 ((1)) PORTION OF PARCEL 1

NAME _____	TITLE _____
SIGNATURE _____	DATE _____



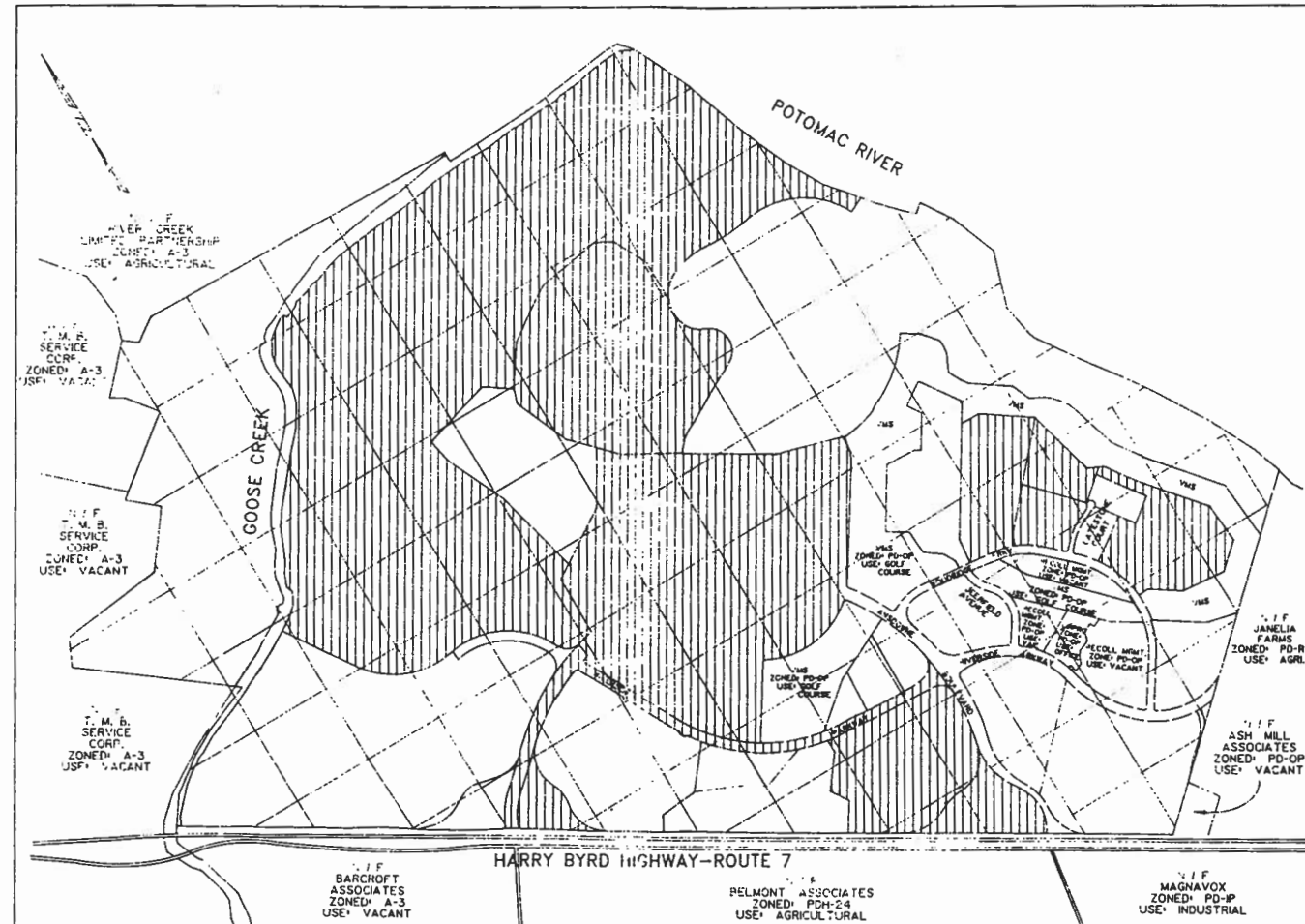
Lansdowne

REZONING AND ZONING CONCEPT PLAN AMENDMENT



ATTACHMENT D

DATE	REVISION



Vicinity Map
 1" = 1000'

- SHEET INDEX:
1. COVER SHEET
 2. CERTIFIED PLAT
 3. EXISTING CONDITIONS MAP

christopher consultants ltd.

COVER SHEET

LANSLOWNE
 REZONING AND ZONING
 CONCEPT PLAN AMENDMENT
 BROAD RUN & CATOCTIN ELECTION DISTRICTS LOUDOUN COUNTY, VIRGINIA

SCALE: AS SHOWN
 DATE: DECEMBER 1993
 DESIGN: KLM
 DRAWN: KAG
 CHECKED: KLM
 SHEET NO. 1 OF 3

APPROVED
 CHAIRMAN, LOUDOUN COUNTY BOARD OF SUPERVISORS
 DATE

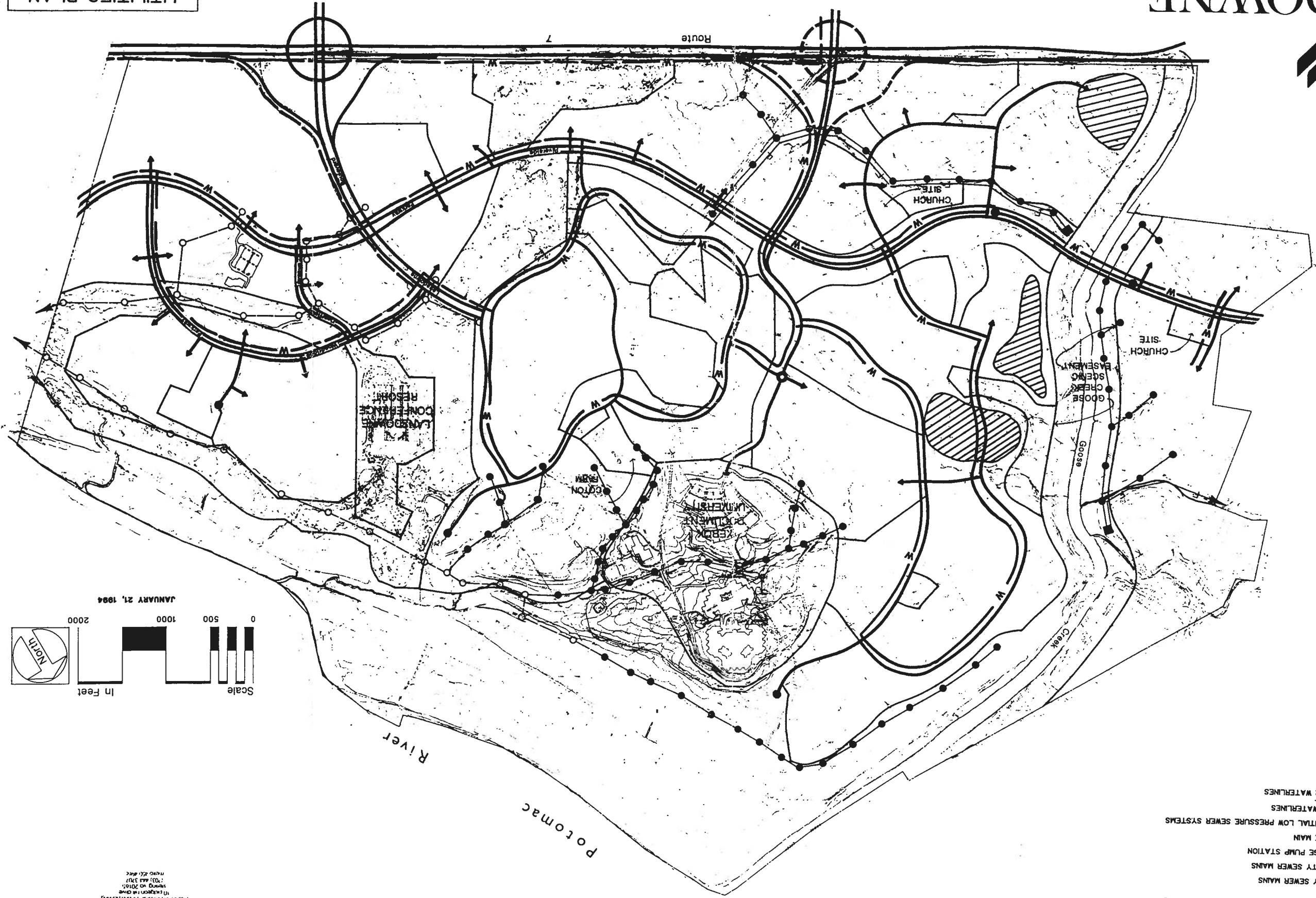


* Approved Plans
 ZMAP 94-1
 -1994-0061

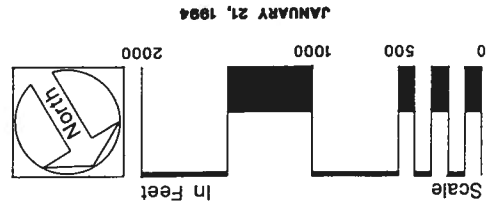


(THIS PLAN FOR CONCEPTUAL UTILITY LOCATIONS ONLY)

UTILITIES PLAN
 Exhibit 21



- EXISTING & PROPOSED FACILITIES**
- EXISTING GRAVITY SEWER MAINS
 - PROPOSED GRAVITY SEWER MAINS
 - PROPOSED SEWAGE PUMP STATION
 - PROPOSED FORCE MAIN
 - ▨ AREAS OF POTENTIAL LOW PRESSURE SEWER SYSTEMS
 - EXISTING MAJOR WATERLINES
 - PROPOSED MAJOR WATERLINES



christopher consultants ltd.
 11100 RIVERCHASE DRIVE
 WASHINGTON DC 20037
 (301) 444-3700

PRIMARY DEVELOPMENT PROGRAM

RESIDENTIAL

SINGLE FAMILY DETACHED

SINGLE FAMILY ATTACHED

ADULT / RETIREMENT HOUSING

MIXED USE

COMMERCIAL & MULTI-FAMILY

NON-RESIDENTIAL

CORPORATE OFFICE

POTENTIAL HOTEL SITES OR ADDITIONS

SUPPORTING DEVELOPMENT

EXISTING CORPORATE GOLF COURSE

OPEN SPACE & RECREATION (UNLESS OTHERWISE NOTED)

FIRE/EMERGENCY SERVICE SITE

PROPOSED GOLF COURSES CLUBHOUSE LOCATIONS

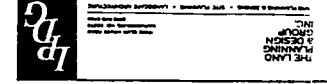
LAND BAY DESIGNATION

NOTE: STREET LAYOUT IS CONCEPTUAL. ALL STREETS MUST MEET LONDON COUNTY CRITERIA & REQUIREMENTS.



LANSDOWNNE

XEROX REALTY CORPORATION



LAND USE CONCEPT PLAN

LAND BAY TABULATION

LAND BAY	LAND USE	AREA (AC)	PERCENTAGE OF TOTAL
1A	Residential	18.7	3.5
1B	Residential	10.0	1.9
1C	Residential	108.1	20.5
1D	Residential	322.0	61.0
1E	Residential	158.8	30.0
1F	Residential	158.8	30.0
1G	Residential	158.8	30.0
1H	Residential	158.8	30.0
1I	Residential	158.8	30.0
1J	Residential	158.8	30.0
1K	Residential	158.8	30.0
1L	Residential	158.8	30.0
1M	Residential	158.8	30.0
1N	Residential	158.8	30.0
1O	Residential	158.8	30.0
1P	Residential	158.8	30.0
1Q	Residential	158.8	30.0
1R	Residential	158.8	30.0
1S	Residential	158.8	30.0
1T	Residential	158.8	30.0
1U	Residential	158.8	30.0
1V	Residential	158.8	30.0
1W	Residential	158.8	30.0
1X	Residential	158.8	30.0
1Y	Residential	158.8	30.0
1Z	Residential	158.8	30.0
2A	Residential	158.8	30.0
2B	Residential	158.8	30.0
2C	Residential	158.8	30.0
2D	Residential	158.8	30.0
2E	Residential	158.8	30.0
2F	Residential	158.8	30.0
2G	Residential	158.8	30.0
2H	Residential	158.8	30.0
2I	Residential	158.8	30.0
2J	Residential	158.8	30.0
2K	Residential	158.8	30.0
2L	Residential	158.8	30.0
2M	Residential	158.8	30.0
2N	Residential	158.8	30.0
2O	Residential	158.8	30.0
2P	Residential	158.8	30.0
2Q	Residential	158.8	30.0
2R	Residential	158.8	30.0
2S	Residential	158.8	30.0
2T	Residential	158.8	30.0
2U	Residential	158.8	30.0
2V	Residential	158.8	30.0
2W	Residential	158.8	30.0
2X	Residential	158.8	30.0
2Y	Residential	158.8	30.0
2Z	Residential	158.8	30.0

LAND USE TOTALS

LAND USE	AREA (AC)	PERCENTAGE OF TOTAL
Residential	3,222.0	61.0
Commercial & Multi-Family	158.8	3.0
Non-Residential	158.8	3.0
Corporate Office	158.8	3.0
Potential Hotel Sites or Additions	158.8	3.0
Existing Corporate Golf Course	158.8	3.0
Open Space & Recreation	158.8	3.0
Fire/Emergency Service Site	158.8	3.0
Proposed Golf Courses	158.8	3.0
Clubhouse Locations	158.8	3.0
Land Bay Designation	158.8	3.0

NOTE: UP TO TWO ELEMENTARY SCHOOL SITES MAY BE SHOWN ON THE LANSDOWNNE CONCEPT DEVELOPMENT PLAN WITHIN TWO YEARS OF THE DATE OF APPROVAL OF THE REZONING APPLICATION - ZMAP 1994-0001.

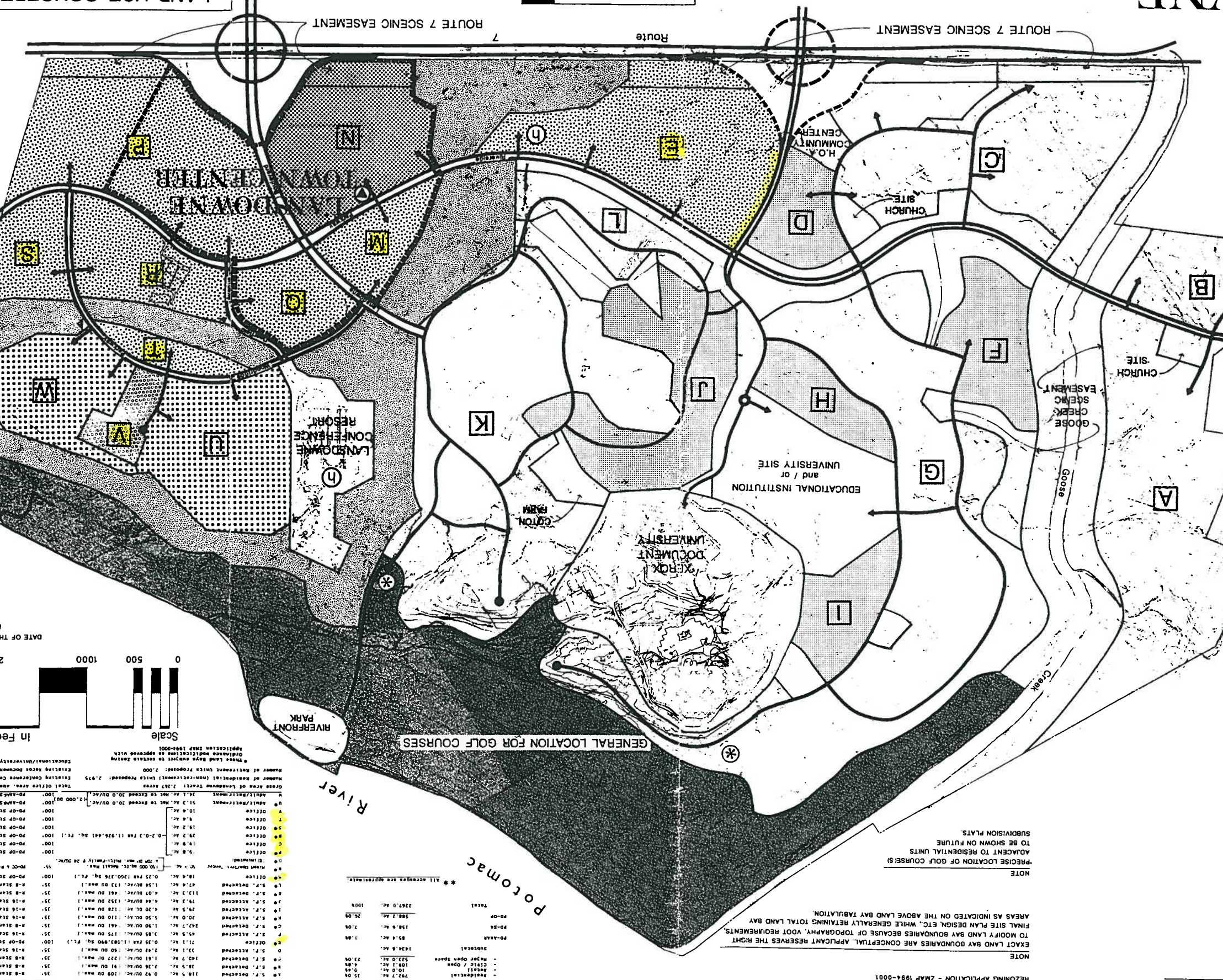
NOTE: EXACT LAND BAY BOUNDARIES ARE CONCEPTUAL. APPLICANT RESERVES THE RIGHT TO MODIFY LAND BAY BOUNDARIES BECAUSE OF TOPOGRAPHY, VDOT REQUIREMENTS, ADJACENT TO RESIDENTIAL UNITS, WHILE GENERALLY RETAINING TOTAL LAND BAY AREAS AS INDICATED ON THE ABOVE LAND BAY TABULATION.

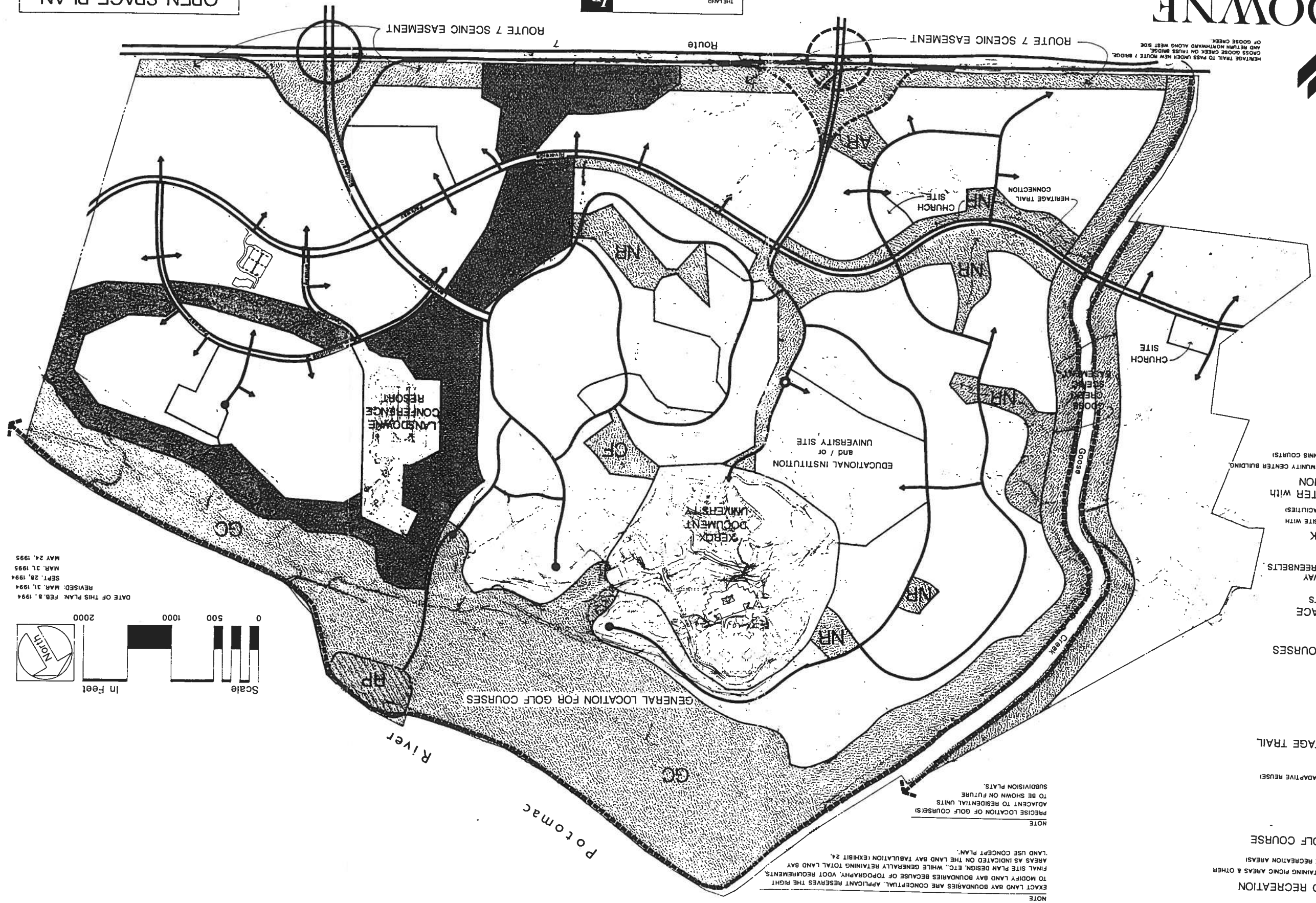
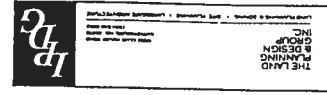
NOTE: PRECISE LOCATION OF GOLF COURSES (S) AND CHURCH SITES (C) TO BE SHOWN ON FUTURE SUBDIVISION PLANS.

DATE OF THIS PLAN: FEB. 8, 1994
 REVISED: MAR. 31, 1994
 SEPT. 29, 1994
 DEC. 29, 1994
 JAN. 26, 1995
 MAR. 31, 1995
 MAY 24, 1995
 JUNE 22, 1995

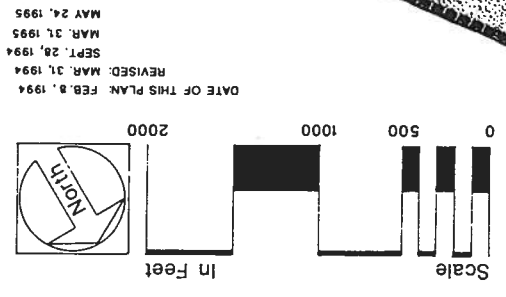


Handwritten note: 5/14/94





- LEGEND**
- NEIGHBORHOOD RECREATION (H.O.A. SITES CONTAINING PICNIC AREAS & OTHER PRIMARILY PASSIVE RECREATION AREAS)
 - COTON FARM (PRIVATE SITE FOR ADAPTIVE REUSE)
 - RIVERFRONT PARK
 - ACTIVE RECREATION (COMMUNITY CENTER WITH ACTIVE RECREATION FACILITIES)
 - FUTURE GOLF COURSES (H.O.A. SITE WITH COMMUNITY CENTER BUILDING, SWIMMING POOL, & TENNIS COURTS)
 - OTHER OPEN SPACE (SCENIC EASEMENTS, BOULEVARD/PARKWAY, GREENBELTS)
 - POTOMAC HERITAGE TRAIL
 - CORPORATE GOLF COURSE (PRECISE LOCATION OF GOLF COURSES ADJACENT TO RESIDENTIAL UNITS TO BE SHOWN ON FUTURE SUBDIVISION PLATS)



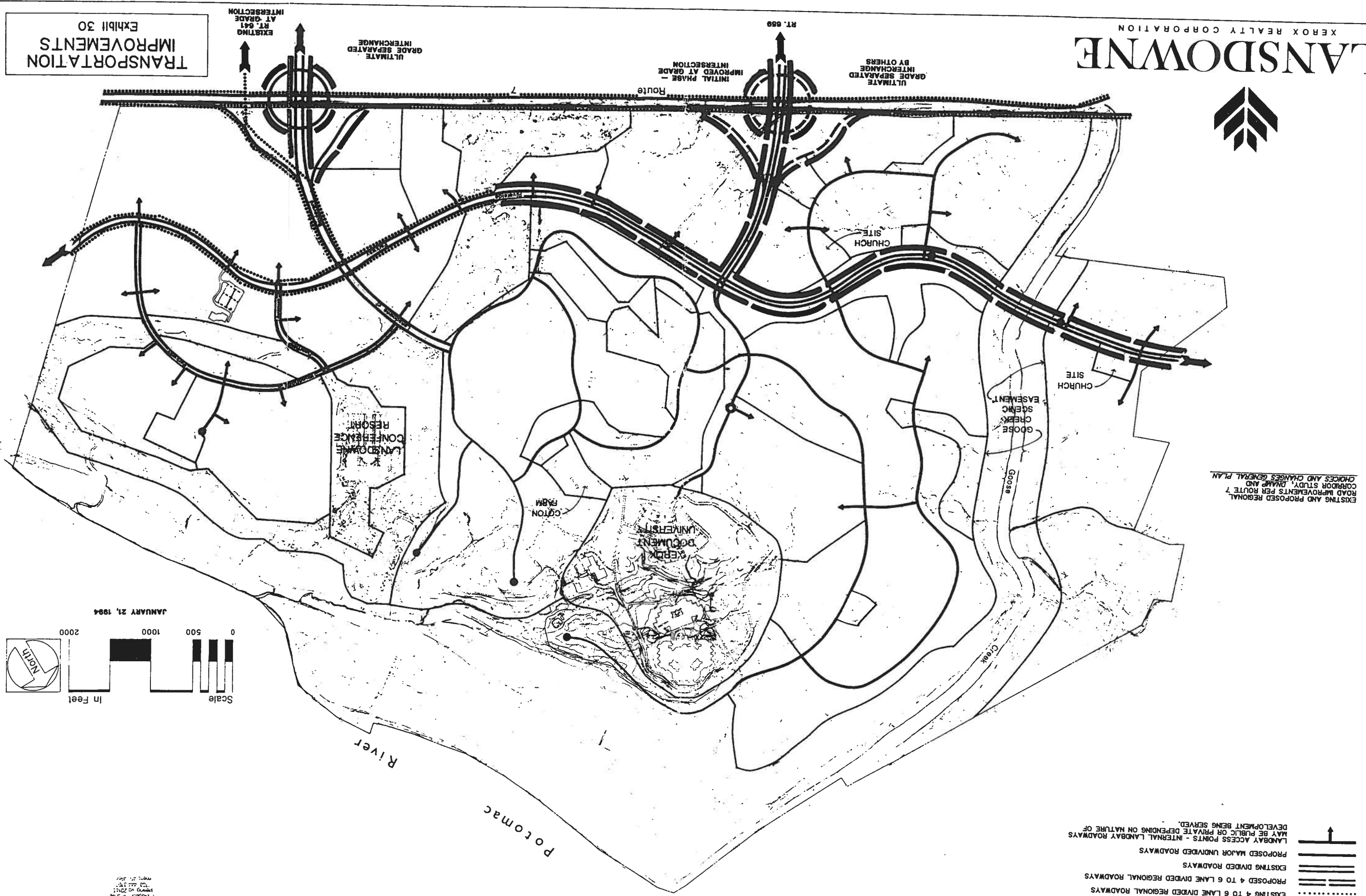
NOTE
EXACT LAND BAY BOUNDARIES ARE CONCEPTUAL. APPLICANT RESERVES THE RIGHT TO MODIFY LAND BAY BOUNDARIES BECAUSE OF TOPOGRAPHY, VDOT REQUIREMENTS, FINAL SITE PLAN DESIGN, ETC., WHILE GENERALLY RETAINING TOTAL LAND BAY AREAS AS INDICATED ON THE LAND BAY TABULATION (EXHIBIT 24).
LAND USE CONCEPT PLAN.

LANDSDOWNE

XEROX REALTY CORPORATION



TRANSPORTATION IMPROVEMENTS
Exhibit 30

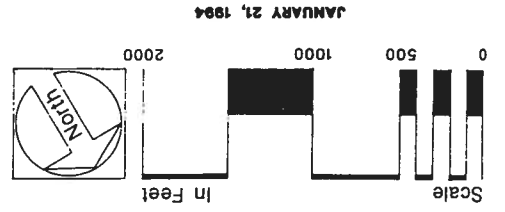


EXISTING AND PROPOSED REGIONAL ROAD IMPROVEMENTS PER ROUTE 7 CORRIDOR STUDY, DNAP AND CHOICES AND CHANGES GENERAL PLAN

- EXISTING 4 TO 6 LANE DIVIDED REGIONAL ROADWAYS
- PROPOSED 4 TO 6 LANE DIVIDED REGIONAL ROADWAYS
- EXISTING DIVIDED ROADWAYS
- PROPOSED MAJOR UNDIVIDED ROADWAYS
- LANDWAY ACCESS POINTS - INTERNAL LANDWAY ROADWAYS MAY BE PUBLIC OR PRIVATE DEPENDING ON NATURE OF DEVELOPMENT BEING SERVED.

EXISTING & PROPOSED TRANSPORTATION IMPROVEMENTS

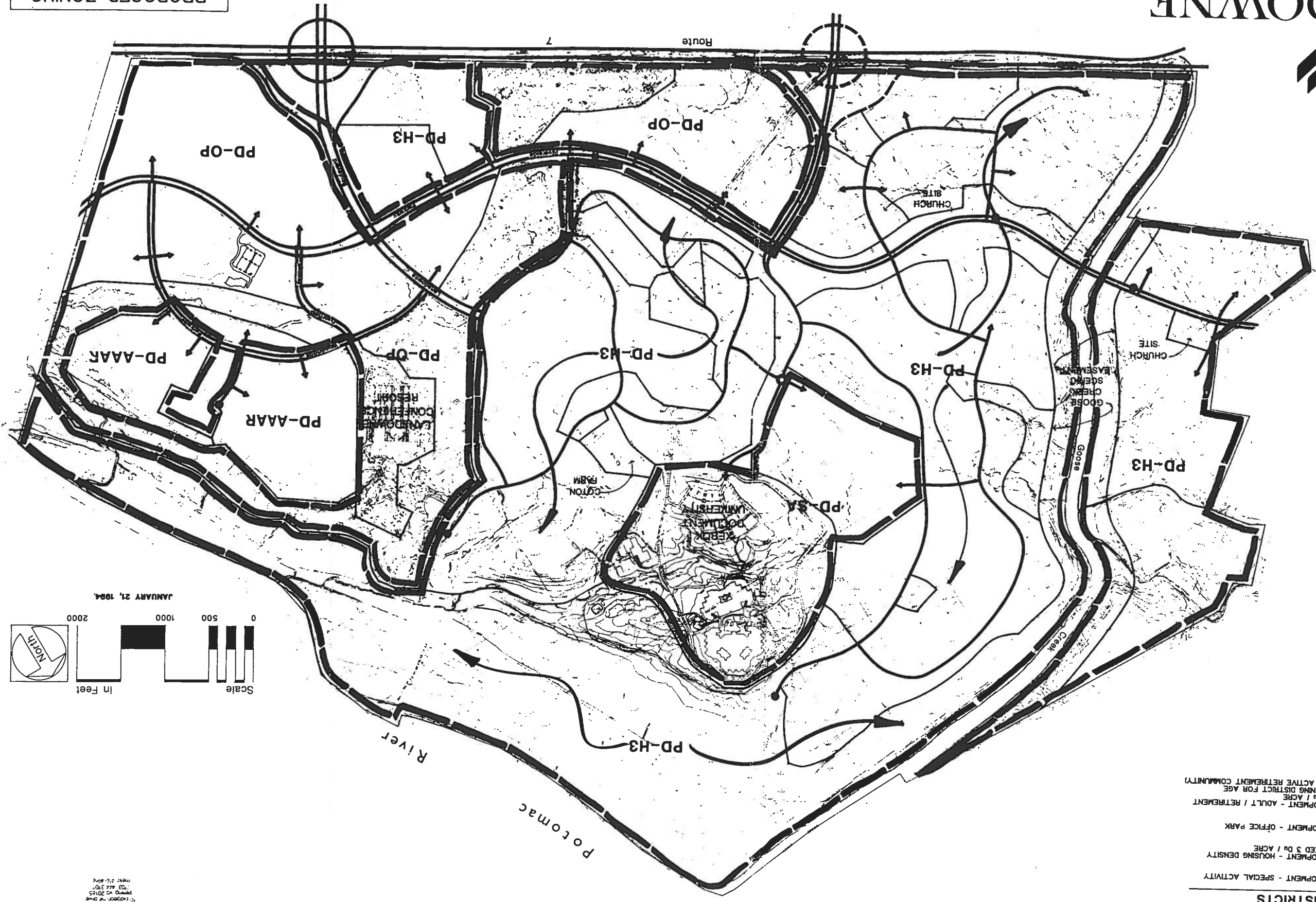
christopher consultants ltd
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JANUARY 21, 1994



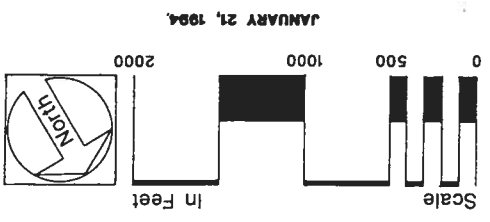


(THIS SHEET FOR PROPOSED ZONING DISTRICT BOUNDARIES ONLY)

PROPOSED ZONING
Exhibit 37



- ZONING DISTRICTS**
- PD-SA PLANNED DEVELOPMENT - SPECIAL ACTIVITY
 - PD-H3 PLANNED DEVELOPMENT - HOUSING DENSITY NOT TO EXCEED 3 DU / ACRE
 - PD-OP PLANNED DEVELOPMENT - OFFICE PARK
 - PD-AR PLANNED DEVELOPMENT - ADULT / RETIREMENT DENSITY 30 DU / ACRE PROPOSED ZONING DISTRICT FOR AGE RESTRICTED - ACTIVE RETIREMENT COMMUNITY



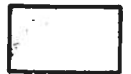
christopher consultants ltd.
1100 W. 15th Street
Arlington, VA 22202
Tel: 703-277-2700
Fax: 703-277-2700



PRIMARY DEVELOPMENT PROGRAM

RESIDENTIAL

SINGLE FAMILY DETACHED



SINGLE FAMILY ATTACHED



ADULT / RETIREMENT HOUSING



MULTI-FAMILY

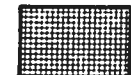


NON-RESIDENTIAL

CORPORATE OFFICE



COMMERCIAL



POTENTIAL HOTEL SITES OR ADDITIONS



SUPPORTING DEVELOPMENT

EXISTING CORPORATE GOLF COURSE



OPEN SPACE & RECREATION (UNLESS OTHERWISE NOTED)



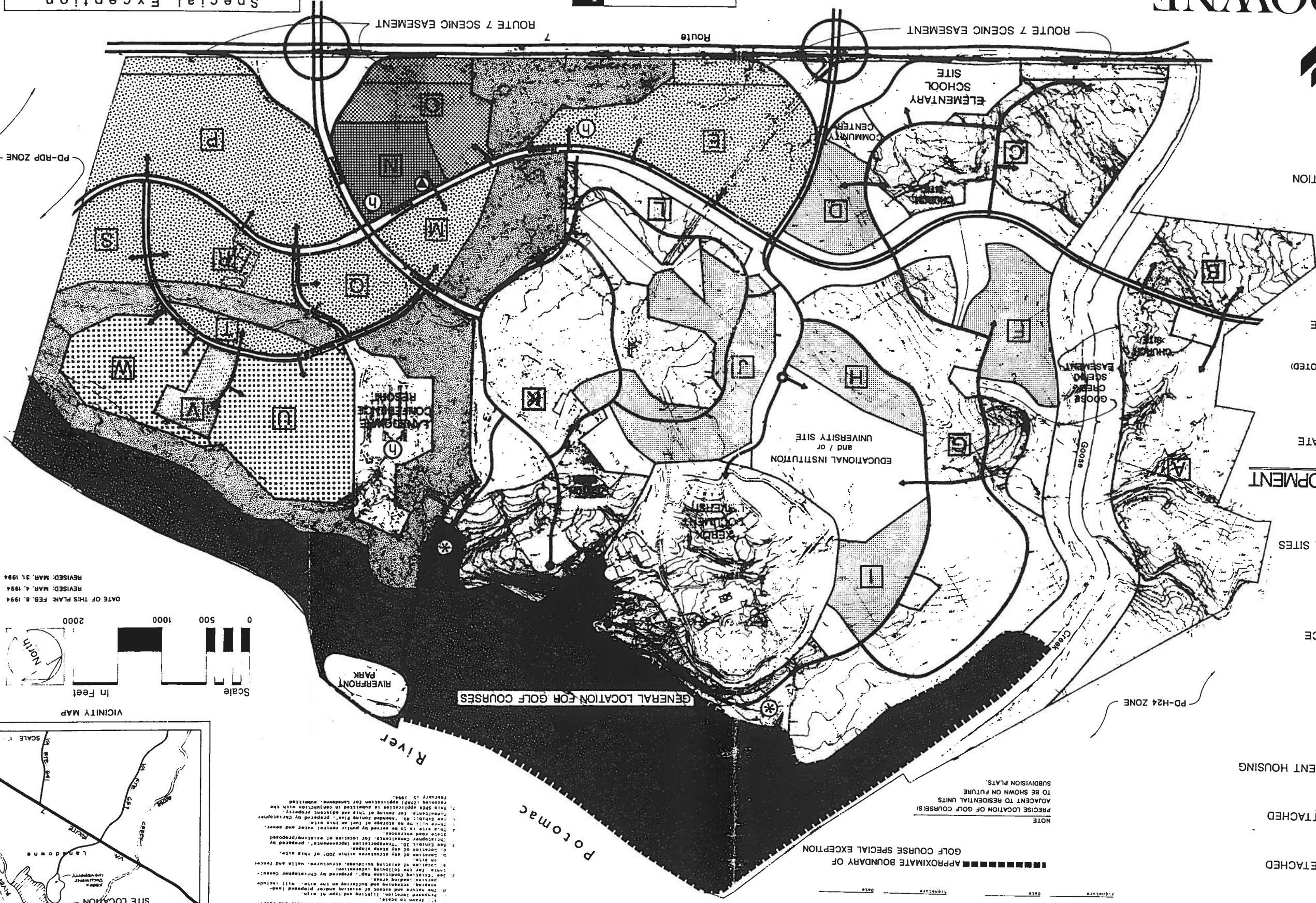
FIRE / RESCUE SITE



PROPOSED GOLF COURSES CLUBHOUSE LOCATIONS



LAND BAY DESIGNATION

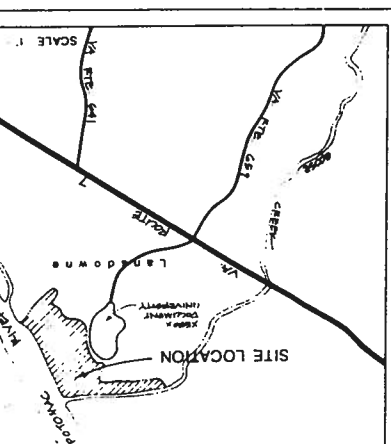


NOTE
PRECISE LOCATION OF GOLF COURSES TO BE SHOWN ON FUTURE SUBDIVISION PLATS.

APPROXIMATE BOUNDARY OF GOLF COURSE SPECIAL EXCEPTION

DATE	TITLE	DESIGNED BY	CHECKED BY
12/15/93	LANDSLOWNE
03/08/94
03/22/94

NOTES
1. Existing information will be indicated on the future site plan at the time of that submission.
2. Program buildings, structures, walls and fences - all shown on this plan.
3. Proposed location, lighting and type of sign.
4. The nature and extent of proposed land.
5. Existing conditions map, prepared by Christopher Conroy, Inc. for the following information:
a. Location of existing buildings, structures, walls and fences.
b. Location of existing utilities within 100' of this site.
c. Location of any steep slopes.
d. The location of existing easements, prepared by Christopher Conroy, Inc. for the location of easements, prepared by the Planning Commission.
6. The location of easements, prepared by Christopher Conroy, Inc. for the location of easements, prepared by the Planning Commission.
7. There will be no change of land on this site.
8. The site is to be shown on future subdivision plats.
9. This site is to be shown on future subdivision plats.
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DATE OF THIS PLAN: FEB. 8, 1994
REVISED: MAR. 4, 1994
REVISED: MAR. 31, 1994

Special Exception
for
GOLF COURSES

